

**RECORDING REQUESTED BY AND
AFTER RECORDATION MAIL TO:**

City of Palm Desert
Office of the City Clerk
73510 Fred Waring Drive
Palm Desert, California 92260

*This document is exempt from the payment of a recording fee
pursuant to Government Code §§ 6103, 27383*

(Space Above This Line for Recorder's Use Only)

**MASTER AGREEMENT FOR GRANT OF TEMPORARY
CONSTRUCTION, ACCESS, AND PARKING EASEMENTS**

This Master Agreement for Grant of Temporary Construction, Access, and Parking Easements for the Desert Surf Lagoon, Surf Center, and Residential Units Project (this "Agreement") is made on _____, 2023 ("Effective Date") by and between the City of Palm Desert, a California charter city and municipal corporation ("**Grantor**") and Desert Wave Ventures, LLC, a Delaware limited liability company ("**Grantee**").

A. Grantor is the owner of certain real property identified as APNs _____ and _____ located in the City of Palm Desert, County of Riverside, State of California, and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and depicted on Exhibit A-1, attached hereto and incorporated herein by this reference (collectively, "Grantor's Property"). Grantor's Property is from time to time referred to herein as the "Servient Tenement."

B. Grantee is the owner of certain real property identified as APNs 620-400-008, 620-420-024, and 620-420-023 located in the City of Palm Desert, County of Riverside, State of California, and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference, and depicted on Exhibit B-1, attached hereto and incorporated herein by this reference (collectively, "Grantee's Property"). Grantee's Property is from time to time referred to herein as the "Dominant Tenement."

C. Grantee is the Developer of Grantee's Property under that certain First Amendment to Second Revised and Restated Disposition and Development Agreement, dated May 25, 2023 (the "DDA"), pursuant to which Developer will construct in a first phase an approximately 5.5-acre Surf Lagoon; an approximately 6,200 square foot Surf Center, inclusive of a food and beverage component, 356 on-site parking spaces, and 57 residential lots with all utilities stubbed to the site; and in the second phase the Developer will construct 57 private residential units and associated amenities (collectively, the "Project").

D. In order to construct the Project, Grantee requires temporary access, parking, and construction easements across and on Grantor's Property.

E. Grantor has agreed to grant to Grantee temporary access, parking, and construction easements across and on the Servient Tenement upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants the temporary Access Easement, temporary Parking Easement, and temporary Construction Easement, as hereinafter defined (collectively, the "Easements") to Grantee under the following terms and conditions:

Section 1. Grant of Easements. Grantor hereby grants to Grantee the following temporary easements subject to all matters and encumbrances of record affecting the Servient Tenement on the terms and conditions set forth in this Agreement.

1.1 Access Easement. A temporary access easement upon, over, within and across a portion of the Servient Tenement, as described and depicted on Exhibit C, attached hereto and incorporated herein by this reference, for the limited purposes set forth in Section 2 of this Agreement ("Access Easement").

1.2 Parking Easement. A temporary access easement upon, over, within and across a portion of the Servient Tenement, as described and depicted on Exhibit D, attached hereto and incorporated herein by this reference, for the limited purposes set forth in Section 2 of this Agreement ("Parking Easement").

1.3 Construction Easement. A temporary access easement upon, over, within and across a portion of the Servient Tenement, as described and depicted on Exhibit E, attached hereto and incorporated herein by this reference, for the limited purposes set forth in Section 2 of this Agreement ("Construction Easement").

Section 2. Easement Purposes. The purposes of the Access Easement, the Parking Easement, and the Construction Easement (collectively, the "Easement Purposes") are set forth below.

2.1 Access Easement Purposes. Use of the Servient Tenement as is necessary, desirable, or advisable for the purpose of vehicular and pedestrian ingress and egress including mobilization and demobilization by Grantee, its employees, consultants, contractors, subcontractors, and agents, to enable Grantee to implement and construct the Project. Said use by Grantee will include but not be limited to heavy and small equipment mobilization, material hauling trucks, and construction management and employee personal vehicles.

2.2 Parking Easement Purposes. Use of the Servient Tenement as is necessary, desirable, or advisable for the purposes of parking of vehicles in, on and over a portion of the

Servient Tenement together with all rights of access to, on and over the Servient Tenement as may be reasonably required by Grantee, its contractors, subcontractors, vendors, suppliers, architects, engineers, consultants and employees, for the full use and enjoyment of the Parking Easement granted herein.

2.3 Construction Easement Purposes. Use of the Servient Tenement as is necessary, desirable, or advisable for the purposes of implementing, installing and constructing the Project, including but not limited to construction staging, assembly and storage purposes.

Section 3. Character of Easements. The Easements are nonexclusive and appurtenant to the Dominant Tenement and include the absolute right of Grantee to use the Easements for the Easement Purposes, which use shall not be disturbed, interrupted, or impeded in any manner by Grantor while this Agreement is in effect.

Section 4. Easement Terms. The terms for the Easements shall be as follows, unless terminated earlier by Grantee in its sole discretion, by providing written notice to Grantor thereof:

4.1 Access Easement. The Access Easement shall be in effect as of the Effective Date (as hereafter defined) and will continue until completion of the Project. Work on the Project is anticipated to take a period of approximately [REDACTED] months to complete. Grantee will provide Grantor with written notice of completion of the work on the Project and a corresponding quit claim/termination of easement in recordable form confirming that the Access Easement has been terminated.

4.2 Parking Easement. The Parking Easement shall be in effect as of the Effective Date and will continue until completion of the Project. Work on the Project is anticipated to take a period of approximately [REDACTED] months to complete. Grantee will provide Grantor with written notice of completion of the work on the Project and a corresponding quit claim/termination of easement in recordable form confirming that the Parking Easement has been terminated.

4.3 Construction Easement. The Construction Easement shall be in effect as of the Effective Date and will continue until completion of the Project. Work on the Project is anticipated to take a period of approximately [REDACTED] months to complete. Grantee will provide Grantor with written notice of completion of the work on the Project and a corresponding quit claim/termination of easement in recordable form confirming that the Construction Easement has been terminated.

Section 5. Maintenance and Repair. In exercising its rights under this Agreement, Grantee will use reasonable efforts, and will require its employees, consultants, contractors, subcontractors and agents to use reasonable efforts, to prevent damage to the Servient Tenement. Upon completion of work on the Project or upon earlier termination of the Easements by Grantee as contemplated in Section 4, Grantee shall: a) make repairs as necessary to restore Grantor's Property to a condition equal to or better than which existed prior to Grantee's use; and b) leave Grantor's Property clear of any Project debris. Grantee shall have no obligation to repair any damage to Grantor's Property not caused by Grantee's employees, consultants, contractors, subcontractors or agents. Grantor will monitor the Property during and up to the date of written

notice of completion of the work on the Project to ensure property is clear of Project-related debris.

Section 6. No Impediment to Use. During the term of this Agreement, no walls, fences or barriers of any sort or kind that prevent or impair the use of the Easements, or the exercise or performance of any of the Easement Purposes, will be constructed, maintained, or permitted on the Easements, or any portion thereof, by Grantor or Grantee.

Section 7. Indemnification.

7.1 General Indemnity. Grantee agrees to defend, indemnify and hold Grantor, its officials, officers, employees and agents (each, an "Indemnified Party"), harmless from any and all claims, demands, damages, legal actions, judgements or liabilities of whatsoever nature, other than those attributable to the negligent or willful misconduct of Grantor (or its officials, officers, employees and agents) to the extent arising out of or in connection with and any and all negligent or willful misconduct of Grantee under this Agreement, including but not limited to Grantee's operations carried on by Grantee and the Grantee's use or occupancy of the Easements.

7.2 Tax Indemnity. Grantee shall defend, indemnify and hold Grantor free and harmless from any liability, loss, or damage resulting from Grantee's failure to pay any possessory interest taxes, or personal property taxes and from all interest, penalties and other sums imposed thereon relating to Grantee's use or occupancy of the Easements.

7.3 Duty to Defend. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Grantee. Such defense obligation shall arise immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Grantee. Payment to Grantee by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. Grantee's indemnification obligation and duty to defend hereunder shall survive the expiration or earlier termination of the Easements until such time as action against the Indemnified Parties for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations or statute of repose. Grantee's liability for indemnification hereunder is in addition to any liability Grantee may have to City for a breach by Grantee of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Grantee's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement.

7.4 Non-waiver. Grantor does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by Grantor, or the deposit with Grantor, of any insurance certificates or policies described in Section 8.

Section 8. Insurance. Without in any way affecting Grantee's obligation to defend and indemnify Grantor as herein provided, and in addition thereto, Grantee shall procure and maintain for the duration of the Easements, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Grantee's activities and use of the Easements area. The cost of such insurance shall be borne by Grantee. Coverage shall be at least as broad as set forth in the DDA.

Section 9. Attorney's Fees; Venue. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party. The venue for any such legal action or proceeding shall be in the County of Riverside.

Section 10. Notices. All notices given pursuant to this Agreement must be in writing and by personal delivery, U.S. Mail, or established express delivery service, such as Federal Express, with postage or delivery charge prepaid, return receipt requested, and addressed to the person and address designated below:

If to Grantor: City of Palm Desert
 Attn: City Manager
 73510 Fred Waring Drive
 Palm Desert, California 92260

With a copy to: City Attorney
 City of Palm Desert
 73510 Fred Waring Drive
 Palm Desert, California 92260

If to Grantee: Desert Wave Ventures, LLC
 Attn: Don Rady
 1555 Camino Del Mar, Suite 315C
 Del Mar, CA 92014

With a copy to: Don Rady
 Value Real Estate
 1919 Grand Ave
 San Diego, CA 92109

With copy to: Coast Law Group, LLP
 Attention: Marco Gonzalez
 1140 S. Coast Hwy 101
 Encinitas, CA 92024

Either party may change its notice contact or address at any time upon providing notice to the other party as provided herein.

Section 11. Integration/Governing Law. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easements. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and

effect. Any amendment to this Agreement will be of no force and effect unless it is in writing and signed by Grantor and Grantee or their respective successors or assigns. This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to or application of conflict of laws provisions.

Section 12. Successors and Assigns. The provisions of this Agreement are intended to and will run with the land, and, until their expiration or termination in accordance with the terms of this Agreement, will bind, be a charge upon and inure to the benefit of Grantor and Grantee, and their respective successors and assigns.

Section 13. Signature/Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 14. Headings. Paragraph and section headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

Section 15. No Waiver. No failure of either party to insist upon the strict performance by the other party of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

Section 16. Drafting Ambiguities. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

Section 17. Assignment. Except as otherwise provided herein, neither party will have a right to assign this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that Grantee may assign this Agreement to an affiliate located within the United States without such written consent. Except as otherwise provided herein, any attempt by a party to assign this Agreement without written consent shall be void for any and all purposes. Subject to the foregoing, this Agreement shall inure to the benefit of the parties' permitted successors and permitted assigns.

Section 18. Effective Date. This Agreement shall be effective as of the latter of the two signatory dates below ("Effective Date").

Section 19. Exhibits Incorporated. All Exhibits referenced in this Agreement are attached hereto and incorporated herein.

[Signatures appear on following pages]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their duly authorized representatives.

CITY:

CITY OF PALM DESERT, a charter city
and municipal corporation

Date: _____, 2023

By: _____
KATHLEEN KELLY, Mayor

ATTEST:

By: _____
ANTHONY MEJIA, MMC
City Clerk

APPROVED AS TO FORM:

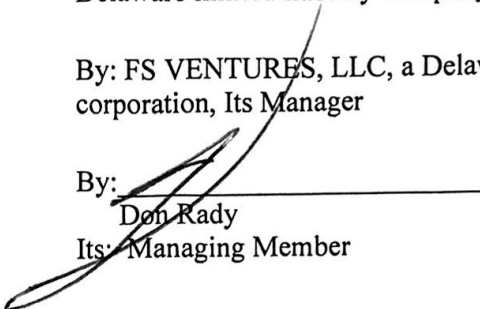
By: _____
ROBERT HARGREAVES
City Attorney

Date: 8/23 2023

OWNER:

DESERT WAVE VENTURES, LLC, a
Delaware limited liability company

By: FS VENTURES, LLC, a Delaware
corporation, Its Manager

By: 
Don Rady
Its Managing Member

APPROVED AS TO FORM:

By: _____
Marco A. Gonzalez, Counsel

NOTE: ALL SIGNATURES MUST BE IN BLUE INK AND INCLUDE NOTARY ACKNOWLEDGMENTS PER CIVIL
CODE SEC. 1180 ET.SEQ.

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino Diego)

On 8/25/2023, before me, Marc Kircos, a Notary Public, personally appeared Don Rudy, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

**LEGAL DESCRIPTION
GRANTOR'S PROPERTY**

LEGAL DESCRIPTION

PARCEL "A"

THAT PORTION OF LOT 8 OF TRACT NO. 28450 FILED IN BOOK 264 PAGES 4 THROUGH 15 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 6 EAST, S.B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8, ALSO BEING THE SOUTHEAST CORNER OF LOT 2 OF SAID TRACT MAP NO. 28450;

THENCE SOUTH 89°44'57" EAST 92.90 FEET ALONG THE NORTHERLY LINE OF SAID LOT 8;

THENCE LEAVING SAID NORTHERLY LINE SOUTH 06°06'47" EAST 3.41 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET; A RADIAL LINE FROM SAID CURVE BEARS SOUTH 06°06'47" EAST;

THENCE SOUTHWEST ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 88.88 FEET THROUGH A CENTRAL ANGLE OF 40°44'28",

THENCE SOUTH 43°08'44" WEST 23.82 FEET TO THE EASTERLY LINE OF LOT 15 OF SAID TRACT MAP 28450;

THENCE NORTH 00°52'40" EAST 59.99 FEET ALONG SAID EASTERLY LINE OF LOT 15 TO THE **POINT OF BEGINNING**

CONTAINING 2,139 SQUARE FEET, MORE OR LESS.

EXHIBIT A-1
DEPICTION
GRANTOR'S PROPERTY

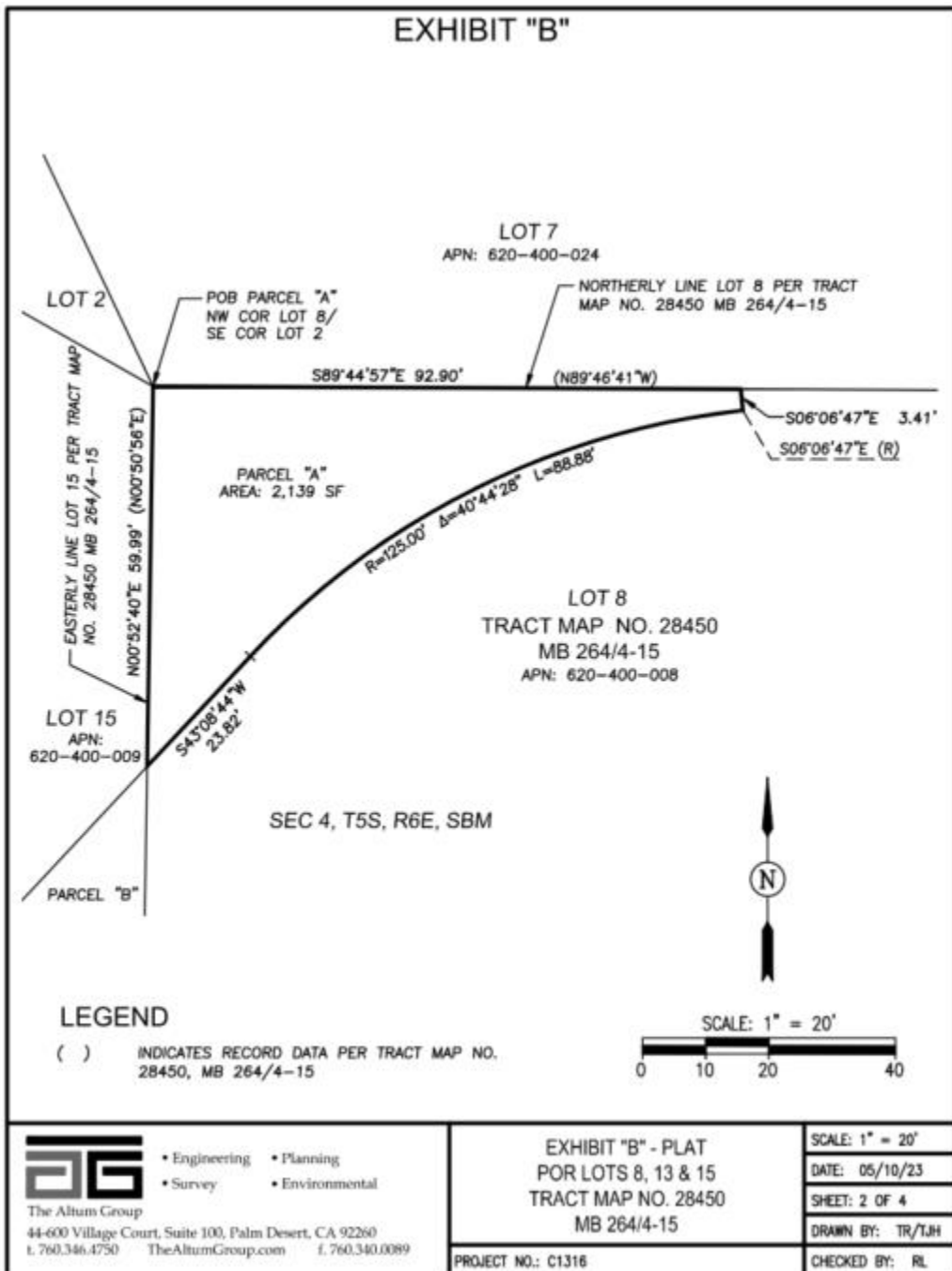


EXHIBIT B

**LEGAL DESCRIPTION
GRANTEE'S PROPERTY**

LEGAL DESCRIPTION

PARCEL "B"

THAT PORTION OF LOT 15 OF TRACT NO. 28450 FILED IN BOOK 264 PAGES 4 THROUGH 15 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 6 EAST, S.B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8, ALSO BEING THE SOUTHEAST CORNER OF LOT 2 OF SAID TRACT MAP NO. 28450;

THENCE SOUTH 00°52'40" WEST 59.99 FEET ALONG THE EASTERLY LINE OF LOT 15 OF SAID TRACT MAP 28450 TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 00°50'56" WEST 32.65 FEET;

THENCE SOUTH 54°14'15" WEST 231.65 FEET;

THENCE SOUTH 79°34'39" WEST 43.17 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 160.00 FEET, A LINE RADIAL FROM SAID CURVE BEARS SOUTH 49°39'12" EAST;

THENCE NORTHEAST ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 51.07 FEET THROUGH A CENTRAL ANGLE OF 18°17'23";

THENCE NORTH 58°38'11" EAST 159.58 FEET;

THENCE NORTH 43°08'44" EAST 81.88 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 4,604 SQUARE FEET, MORE OR LESS.

PARCEL "C"

THAT PORTION OF LOT 13 OF TRACT NO. 28450 FILED IN BOOK 264 PAGES 4 THROUGH 15 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 6 EAST, S.B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 13 AS SHOWN ON SAID TRACT MAP 28450, THENCE SOUTH $57^{\circ}51'27''$ WEST 47.26 FEET ALONG THE NORTHERLY LINE OF SAID LOT 13 TO A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 95.00 FEET, ALSO BEING THE **TRUE POINT OF BEGINNING**;

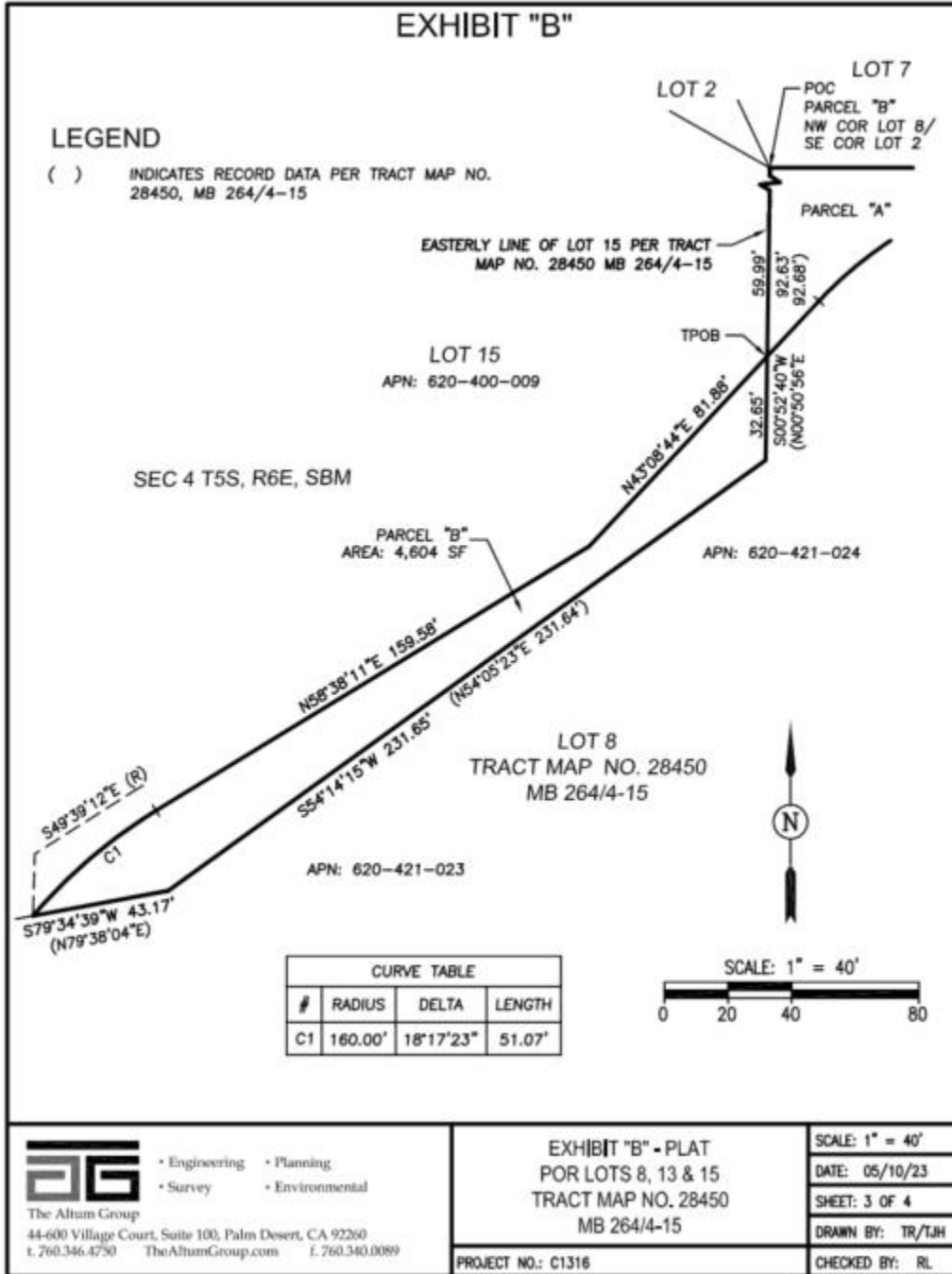
THENCE LEAVING SAID NORTHERLY LINE SOUTHWEST ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 103.31 FEET THROUGH A CENTRAL ANGLE OF $62^{\circ}18'34''$ TO THE WESTERLY LINE OF SAID LOT 13, A LINE RADIAL FROM SAID CURVE BEARS SOUTH $85^{\circ}32'54''$ EAST;

THENCE NORTH $04^{\circ}27'06''$ WEST 57.43 FEET ALONG SAID WESTERLY LINE TO THE NORTHWESTERLY CORNER OF SAID LOT 13;

THENCE NORTH $57^{\circ}51'27''$ EAST 57.43 FEET ALONG THE NORTHERLY LINE OF SAID LOT 13 TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 549 SQUARE FEET, MORE OR LESS.

EXHIBIT B-1
DEPICTION
GRANTEE'S PROPERTY



AG • Engineering • Planning
 • Survey • Environmental
 The Altum Group
 44-600 Village Court, Suite 100, Palm Desert, CA 92260
 t. 760.346.4750 TheAltumGroup.com f. 760.340.0089

EXHIBIT "B" - PLAT
 POR LOTS 8, 13 & 15
 TRACT MAP NO. 28450
 MB 264/4-15

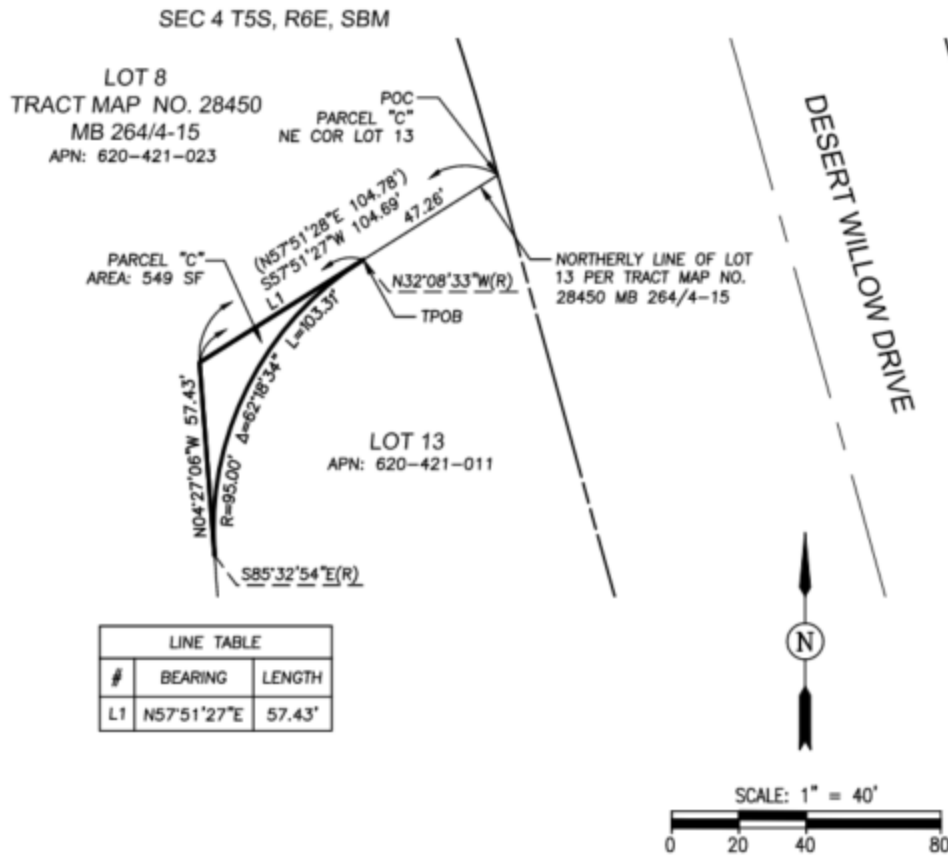
SCALE: 1" = 40'
 DATE: 05/10/23
 SHEET: 3 OF 4
 DRAWN BY: TR/TJH
 CHECKED BY: RL

PROJECT NO.: C1316

EXHIBIT "B"

LEGEND

() INDICATES RECORD DATA PER TRACT MAP NO.
28450, MB 264/4-15



The Altum Group
44-600 Village Court, Suite 100, Palm Desert, CA 92260
t. 760.346.4750 TheAltumGroup.com f. 760.340.0089

- Engineering
- Survey
- Planning
- Environmental

EXHIBIT "B" - PLAT
POR LOTS 8, 13 & 15
TRACT MAP NO. 28450
MB 264/4-15

PROJECT NO.: C1316

SCALE: 1" = 40'

DATE: 05/10/23

SHEET: 4 OF 4

DRAWN BY: TR/TJH

CHECKED BY: RL

EXHIBIT C

ACCESS EASEMENT

**RESTRICTED ACCESS EASEMENT
LEGAL DESCRIPTION**

BEING A PORTION OF LOT 9 OF TRACT MAP NO. 28450, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP ON FILE IN BOOK 264, PAGES 4 THROUGH 15, INCLUSIVE, IN THE OFFICE OF RIVERSIDE COUNTY RECORDER, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SBM, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9, A CORNER COMMON TO LOTS 8, 9 AND 15 OF SAID TRACT MAP NO. 28450.

THENCE SOUTH 19°21'14" EAST 154.76 FEET ALONG THE EAST LINE OF LOT 9, AS SHOWN ON SAID TRACT MAP NO. 28450, ALSO BEING THE **TRUE POINT OF BEGINNING**;

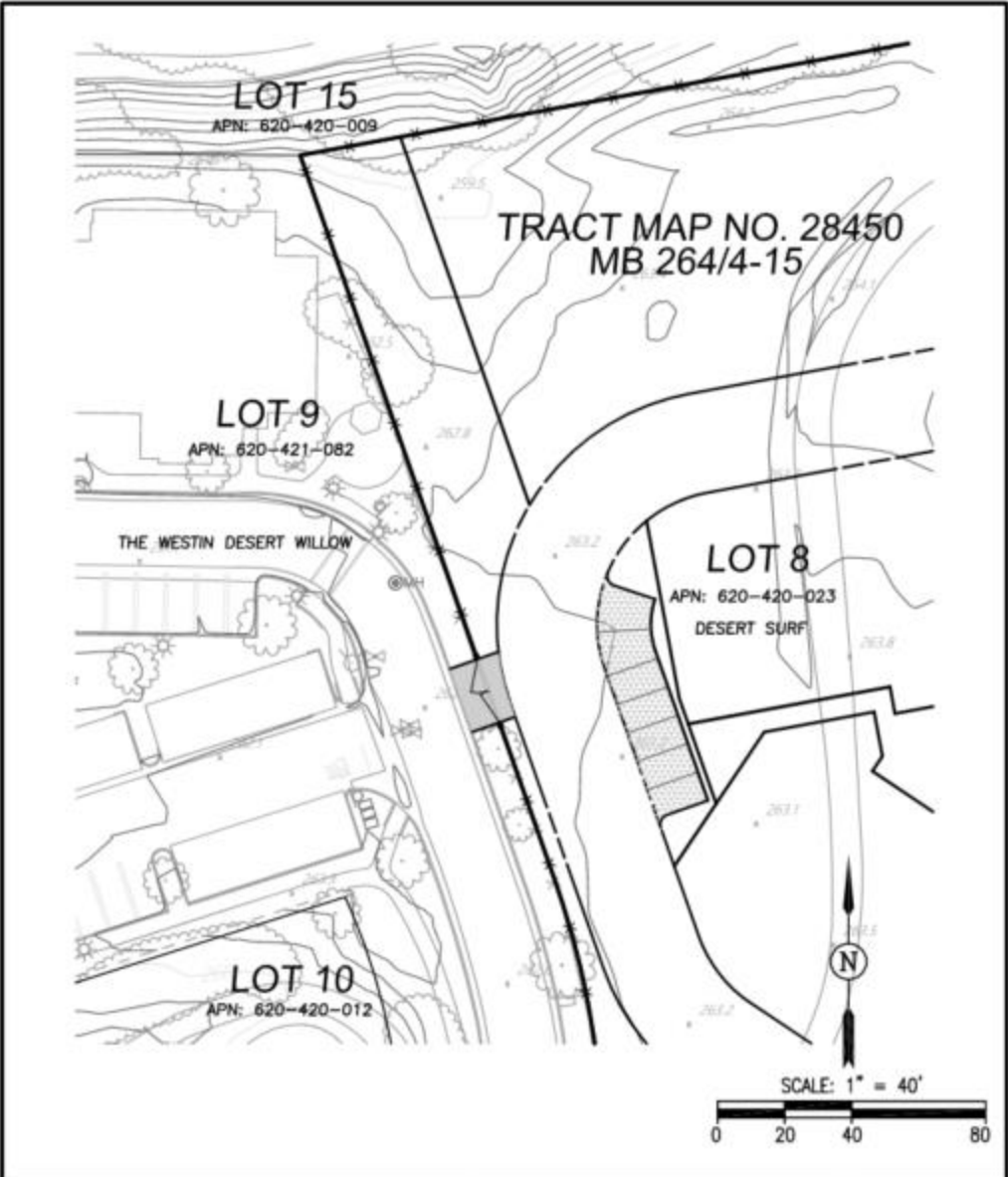
THENCE CONTINUING SOUTH 19°21'14" EAST 20.00 FEET ALONG SAID EAST LINE;

THENCE SOUTH 70°38'46" WEST 10.00 FEET;

THENCE NORTH 19°21'14" WEST 20.00 FEET;

THENCE NORTH 70°38'46" EAST 10.00 FEET TO A POINT ON SAID EAST LINE, ALSO BEING THE **TRUE POINT OF BEGINNING**.

CONTAINING 200 SQUARE FEET MORE OR LESS.




 <ul style="list-style-type: none"> • Engineering • Survey • Planning • Environmental <p>The Altum Group 73-710 Fred Waring Drive, Suite 219, Palm Desert, CA 92260 t. 760.346.4750 TheAltumGroup.com f. 760.340.0089</p>	RESTRICTED ACCESS EXHIBIT LOT 9 OF TRACT MAP NO. 28450	SCALE: 1" = 40' DATE: 8/24/23
	PROJECT: C1316	SHEET: 1 OF 1
		DRAWN BY: T.J.H.
		CHECKED BY: R.L.

EXHIBIT D
PARKING EASEMENT

Temporary Parking Easement

LEGAL DESCRIPTION

PARCEL "A"

BEING PORTIONS OF LOTS 8 AND 15 OF TRACT MAP NO. 28450, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP ON FILE IN BOOK 264, PAGES 4 THROUGH 15, INCLUSIVE, IN THE OFFICE OF RIVERSIDE COUNTY RECORDER, LYING WITHIN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SBM, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8, A CORNER COMMON TO LOTS 8, 9 AND 15 OF SAID TRACT MAP NO. 28450.

THENCE NORTH 63°34'06" WEST 28.07 FEET;

THENCE NORTH 03°12'21" WEST 19.35 FEET;

THENCE NORTH 78°49'54" EAST 110.12 FEET;

THENCE NORTH 60°33'59" EAST 82.28 FEET;

THENCE NORTH 84°16'31" EAST 71.10 FEET;

THENCE SOUTH 75°48'37" EAST 64.28 FEET;

THENCE NORTH 56°17'35" EAST 133.01 FEET;

THENCE NORTH 73°19'24" EAST 41.43 FEET;

THENCE NORTH 50°15'00" EAST 54.57 FEET;

THENCE NORTH 79°05'58" EAST 77.91 FEET;

THENCE NORTH 17°53'28" EAST 78.69 FEET;

THENCE NORTH 70°09'52" EAST 50.82 FEET;

THENCE SOUTH 74°08'15" EAST 75.97 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 33°04'01" WEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 30.08 FEET THROUGH A CENTRAL ANGLE OF 13°47'14";

THENCE SOUTH 43°08'44" WEST 105.70 FEET;

THENCE SOUTH 58°38'11" WEST 159.58 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 160.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 51.07 FEET THROUGH A CENTRAL ANGLE OF 18°17'23", A RADIAL LINE TO SAID CURVE BEARS NORTH 49°39'12" WEST, TO THE NORTHERLY LINE OF SAID LOT 8;

THENCE SOUTH 79°34'39" WEST 437.39 FEET ALONG SAID NORTHERLY LINE TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1.01 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

PARCEL "B"

BEING A PORTION OF LOT 13 OF TRACT MAP NO. 28450, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP ON FILE IN BOOK 264, PAGES 4 THROUGH 15, INCLUSIVE, IN THE OFFICE OF RIVERSIDE COUNTY RECORDER, LYING WITHIN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SBM, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 13, A CORNER COMMON TO LOTS 8, 9 AND 13 OF SAID TRACT MAP NO. 28450.

THENCE ALONG THE SOUTHWESTERLY, SOUTHERLY AND EASTERLY LINES OF SAID LOT 8 OF THE FOLLOWING SEVEN (7) COURSES:

THENCE NORTH 88°12'27" EAST 107.44 FEET;

THENCE SOUTH 56°09'14" EAST 511.53 FEET;

THENCE SOUTH 64°34'05" EAST 166.47 FEET;

THENCE SOUTH 57°36'10" EAST 352.15 FEET;

THENCE NORTH 71°02'30" EAST 91.55 FEET;

THENCE NORTH 12°32'21" WEST 329.16 FEET;

THENCE NORTH 04°27'06" WEST 460.65 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 95.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 103.31 FEET THROUGH A CENTRAL ANGLE OF 62°18'34", TO THE SOUTHEASTERLY LINE OF SAID LOT 8;

THENCE NORTH 57°51'27" EAST 47.26 FEET ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF DESERT WILLOW DRIVE, 77.50 FEET HALF WIDTH;

THENCE SOUTH 15°29'13" EAST 36.80 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE;

THENCE SOUTH 59°08'49" WEST 72.53 FEET;

THENCE SOUTH 13°45'41" WEST 33.10 FEET;

THENCE SOUTH 02°26'20" EAST 29.40 FEET;

THENCE SOUTH 23°24'32" EAST 26.49 FEET;

THENCE SOUTH 05°34'10" WEST 50.04 FEET;
THENCE SOUTH 19°49'57" EAST 63.43 FEET;
THENCE SOUTH 00°10'11" EAST 96.34 FEET;
THENCE SOUTH 33°33'58" EAST 67.45 FEET;
THENCE SOUTH 20°16'42" WEST 72.25 FEET;
THENCE SOUTH 28°27'24" EAST 87.65 FEET;
THENCE SOUTH 24°20'57" WEST 47.10 FEET;
THENCE SOUTH 11°49'52" WEST 55.43 FEET;
THENCE SOUTH 17°56'47" EAST 99.36 FEET;
THENCE SOUTH 01°21'35" EAST 37.41 FEET;
THENCE SOUTH 12°13'08" EAST 88.42 FEET;
THENCE SOUTH 23°12'53" EAST 30.45 FEET;
THENCE SOUTH 37°47'18" EAST 96.72 FEET;
THENCE SOUTH 49°02'18" EAST 164.14 FEET;
THENCE SOUTH 84°29'02" EAST 138.13 FEET;
THENCE SOUTH 49°09'33" EAST 59.15 FEET;
THENCE SOUTH 36°52'01" EAST 102.72 FEET;
THENCE SOUTH 41°38'49" WEST 116.42 FEET;
THENCE SOUTH 89°28'07" WEST 98.69 FEET;
THENCE NORTH 63°41'27" WEST 81.35 FEET;
THENCE NORTH 68°56'53" WEST 207.56 FEET;
THENCE SOUTH 38°43'52" WEST 66.13 FEET;
THENCE NORTH 79°57'37" WEST 224.82 FEET;
THENCE NORTH 55°44'54" WEST 48.57 FEET;

THENCE NORTH 19°43'54" WEST 74.30 FEET;
THENCE NORTH 10°59'47" EAST 95.72 FEET;
THENCE NORTH 88°47'05" EAST 149.46 FEET;
THENCE SOUTH 69°38'17" EAST 134.96 FEET;
THENCE SOUTH 26°55'29" EAST 61.87 FEET;
THENCE SOUTH 76°16'32" EAST 64.37 FEET;
THENCE SOUTH 59°05'16" EAST 94.69 FEET;
THENCE NORTH 39°12'21" EAST 41.56 FEET;
THENCE NORTH 05°47'39" WEST 44.37 FEET;
THENCE NORTH 49°02'18" WEST 151.15 FEET;
THENCE NORTH 37°47'18" WEST 58.33 FEET;
THENCE SOUTH 73°54'22" WEST 98.11 FEET;
THENCE NORTH 84°59'58" WEST 62.43 FEET;
THENCE NORTH 47°06'12" WEST 76.65 FEET;
THENCE NORTH 60°31'19" WEST 96.77 FEET;
THENCE NORTH 75°08'04" WEST 64.98 FEET;
THENCE NORTH 36°47'09" WEST 84.86 FEET;
THENCE NORTH 80°32'24" WEST 71.83 FEET;
THENCE NORTH 39°43'18" WEST 106.99 FEET;
THENCE NORTH 75°23'01" WEST 154.49 FEET;
THENCE NORTH 45°57'27" WEST 83.96 FEET;
THENCE NORTH 72°10'52" WEST 73.73 FEET;
THENCE NORTH 41°08'56" WEST 90.95 FEET;

THENCE NORTH 66°59'55" WEST 136.85 FEET;

THENCE NORTH 25°12'50" WEST 51.42 FEET;

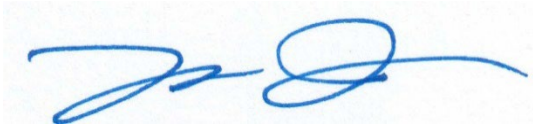
THENCE NORTH 63°13'43" WEST 44.63 FEET;

THENCE NORTH 35°44'42" WEST 24.58 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 5.74 ACRES MORE OR LESS.

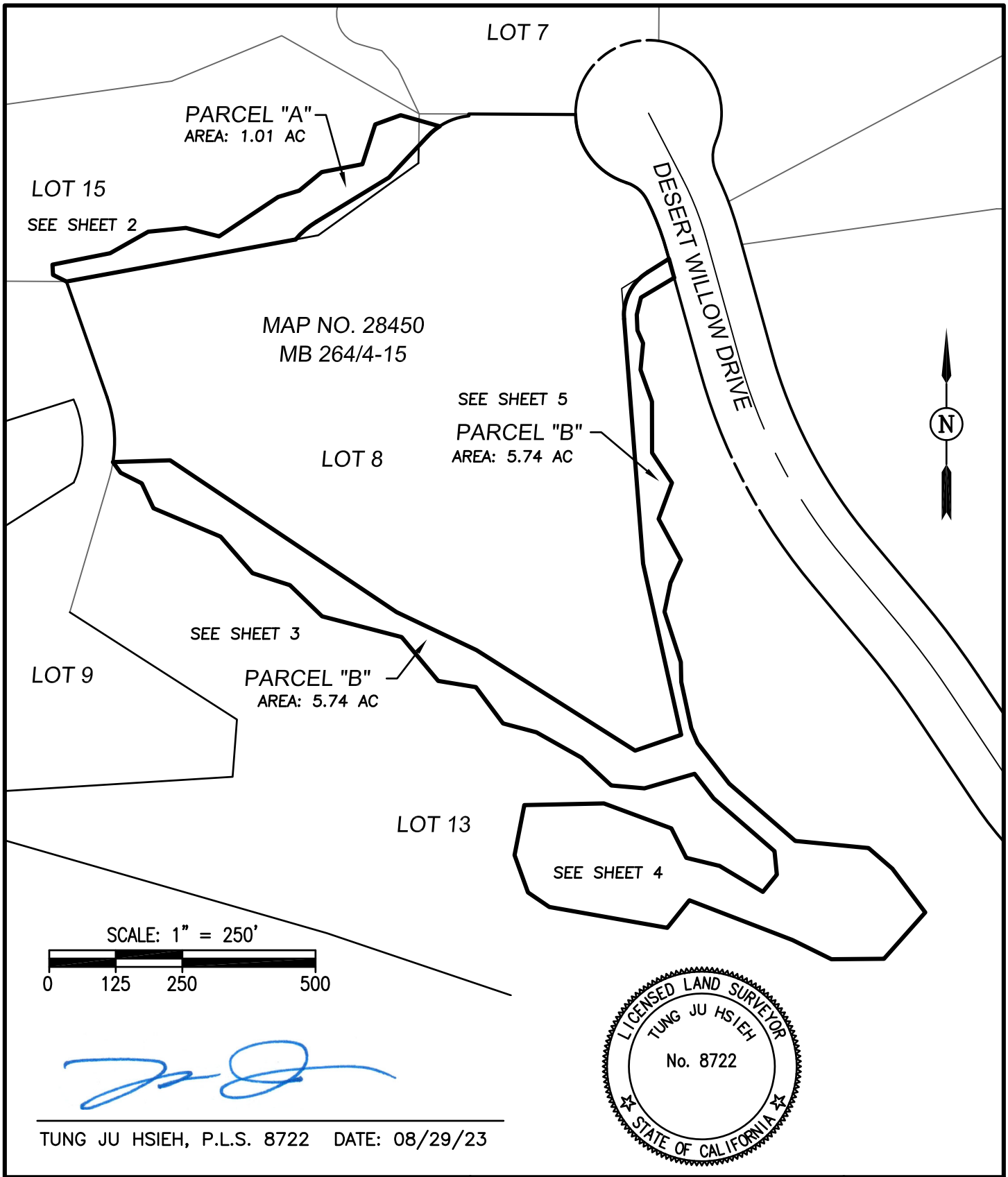
SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION IN COMPLIANCE WITH THE CALIFORNIA LAND SURVEYORS ACT.



TUNG JU HSIEH - PLS 8722 DATE: 08/29/2023
THE ALTUM GROUP
44-600 Village Court, Suite 100
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Tel: 760 346-4750





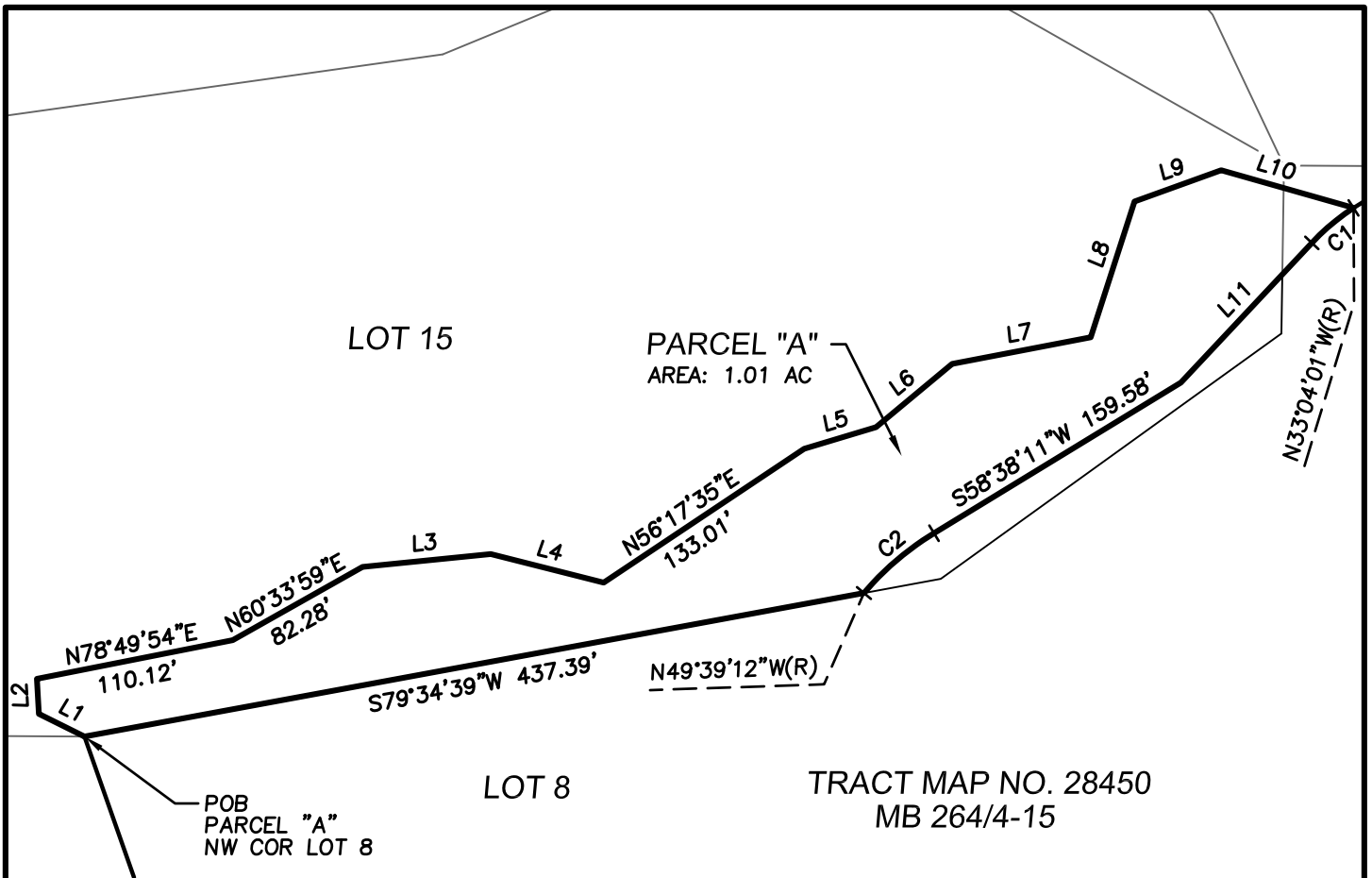
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EXHIBIT "B" - PLAT
TEMPORARY CONSTRUCTION EASEMENT
LOTS 8, 13 & 15 OF TRACT MAP NO.
28450, MB 264/4-15

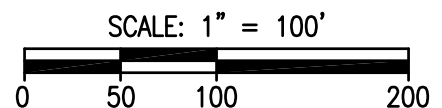
PROJECT: C1316.2

SCALE: 1" = 250'
DATE: 8/29/23
SHEET: 1 OF 5
DRAWN BY: TJH
CHECKED BY: RL



LINE TABLE			LINE TABLE		
#	BEARING	LENGTH	#	BEARING	LENGTH
L1	N63°34'06"W	28.07'	L7	N79°05'58"E	77.91'
L2	N03°12'21"W	19.35'	L8	N17°53'28"E	78.69'
L3	N84°16'31"E	71.10'	L9	N70°09'52"E	50.82'
L4	S75°48'37"E	64.28'	L10	S74°08'15"E	75.97'
L5	N73°19'24"E	41.43'	L11	S43°08'44"W	105.70'
L6	N50°15'00"E	54.57'			

CURVE TABLE			
#	RADIUS	DELTA	LENGTH
C1	125.00'	13°47'14"	30.08'
C2	160.00'	18°17'23"	51.07'



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EXHIBIT "B" - PLAT
TEMPORARY CONSTRUCTION EASEMENT

LOTS 8, 13, 15 OF TRACT MAP NO.
28450, MB 264/4-15

PROJECT: C1316.2

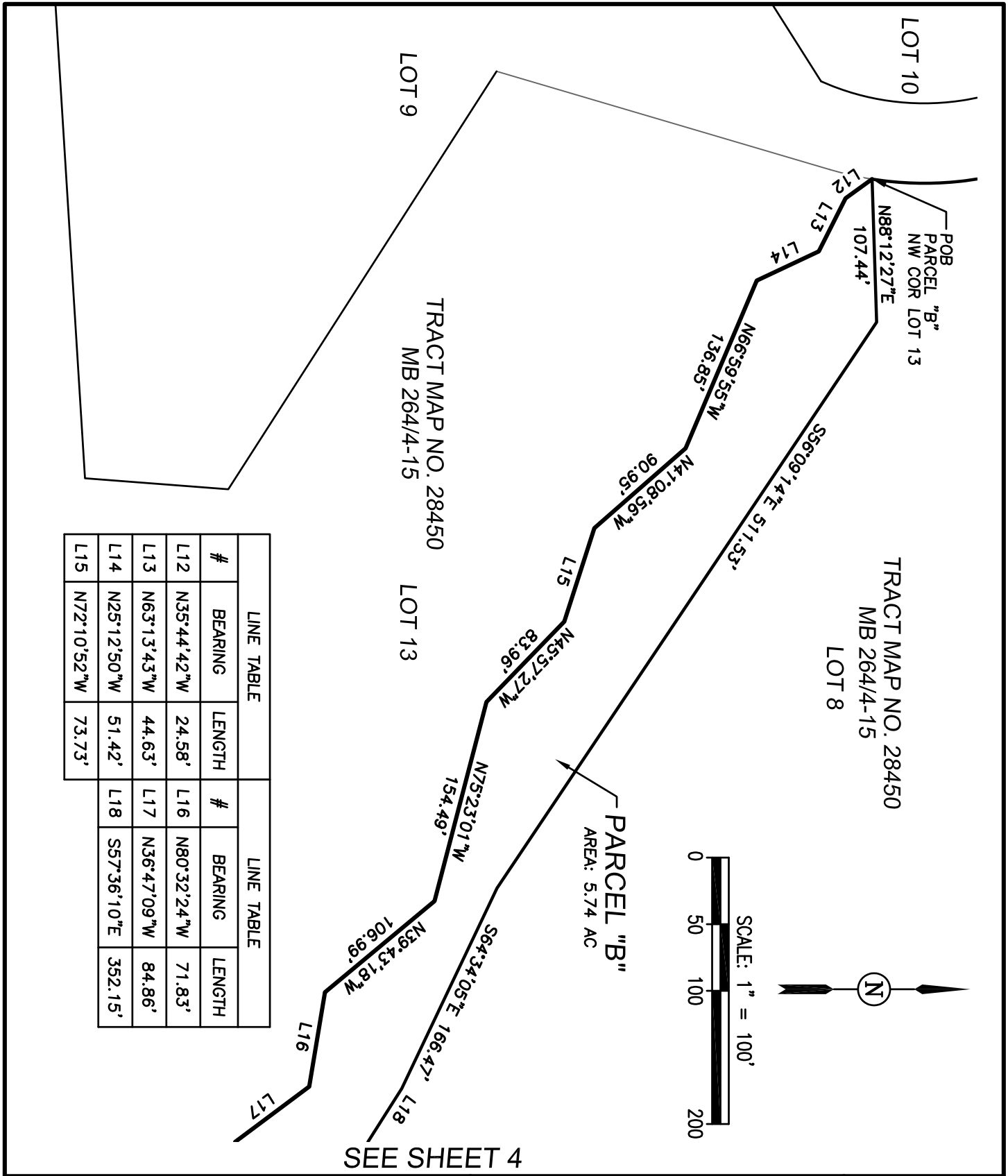
SCALE: 1" = 100'

DATE: 8/29/23

SHEET: 2 OF 5

DRAWN BY: TJH

CHECKED BY: RL



LINE TABLE		LINE TABLE			
#	BEARING	LENGTH	#	BEARING	LENGTH
L12	N35°44'42"W	24.58'	L16	N80°32'24"W	71.83'
L13	N63°13'43"W	44.63'	L17	N36°47'09"W	84.86'
L14	N25°12'50"W	51.42'	L18	S57°36'10"E	352.15'
L15	N72°10'52"W	73.73'			

SEE SHEET 4



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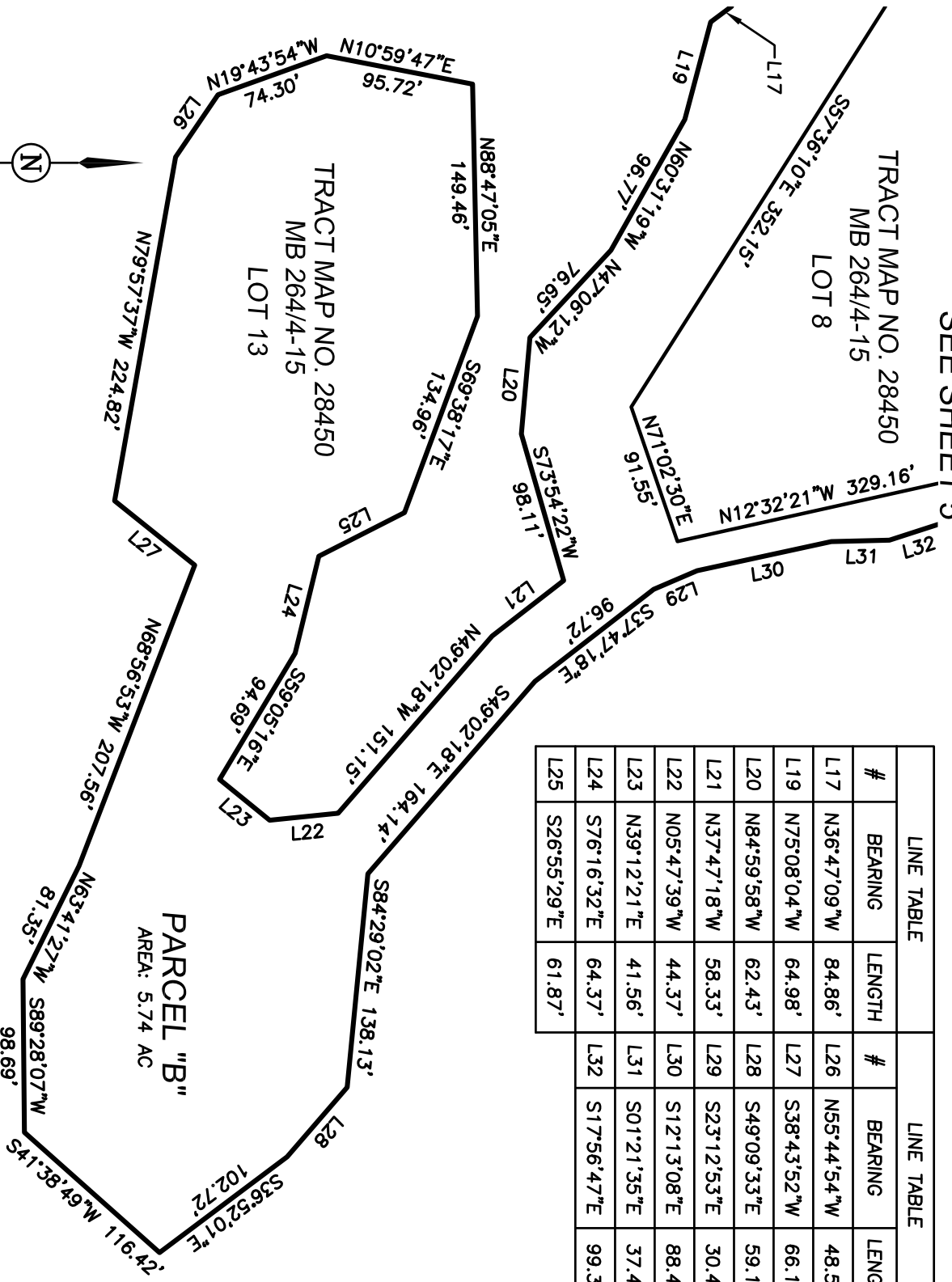
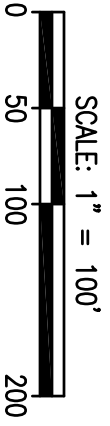
EXHIBIT "B" - PLAT
 TEMPORARY CONSTRUCTION EASEMENT
 LOTS 13 AND 15 OF TRACT MAP
 NO. 28450, MB 264/4-15

PROJECT: C1316.2

SCALE: 1" = 100'
DATE: 8/29/23
SHEET: 3 OF 5
DRAWN BY: TJH
CHECKED BY: RL

SEE SHEET 3

SEE SHEET 5



LINE TABLE		LINE TABLE			
#	BEARING	LENGTH	#	BEARING	LENGTH
L17	N36°47'09"W	84.86'	L26	N55°44'54"W	48.57'
L19	N75°08'04"W	64.98'	L27	S38°43'52"W	66.13'
L20	N84°59'58"W	62.43'	L28	S49°09'33"E	59.15'
L21	N37°47'18"W	58.33'	L29	S23°12'53"E	30.45'
L22	N05°47'39"W	44.37'	L30	S12°13'08"E	88.42'
L23	N39°12'21"E	41.56'	L31	S01°21'35"E	37.41'
L24	S76°16'32"E	64.37'	L32	S17°56'47"E	99.36'
L25	S26°55'29"E	61.87'			



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EXHIBIT "B" - PLAT
 TEMPORARY CONSTRUCTION EASEMENT

LOTS 13 AND 15 OF TRACT MAP
 NO. 28450, MB 264/4-15

PROJECT: C1316.2

SCALE: 1" = 100'

DATE: 8/29/23

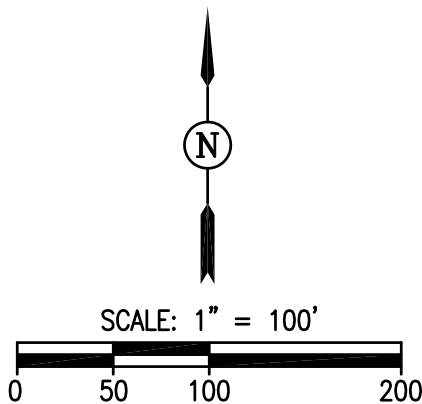
SHEET: 4 OF 5

DRAWN BY: TJH

CHECKED BY: RL

LINE TABLE			LINE TABLE		
#	BEARING	LENGTH	#	BEARING	LENGTH
L32	S17°56'47"E	99.36'	L40	S05°34'10"W	50.04'
L33	S11°49'52"W	55.43'	L41	S23°24'32"E	26.49'
L34	S24°20'57"W	47.10'	L42	S02°26'20"E	29.40'
L35	S28°27'24"E	87.65'	L43	S13°45'41"W	33.10'
L36	S20°16'42"W	72.25'	L44	S59°08'49"W	72.53'
L37	S33°33'58"E	67.45'	L45	S15°29'13"E	36.80'
L38	S00°10'11"E	96.34'	L46	N57°51'27"E	47.26'
L39	S19°49'57"E	63.43'			

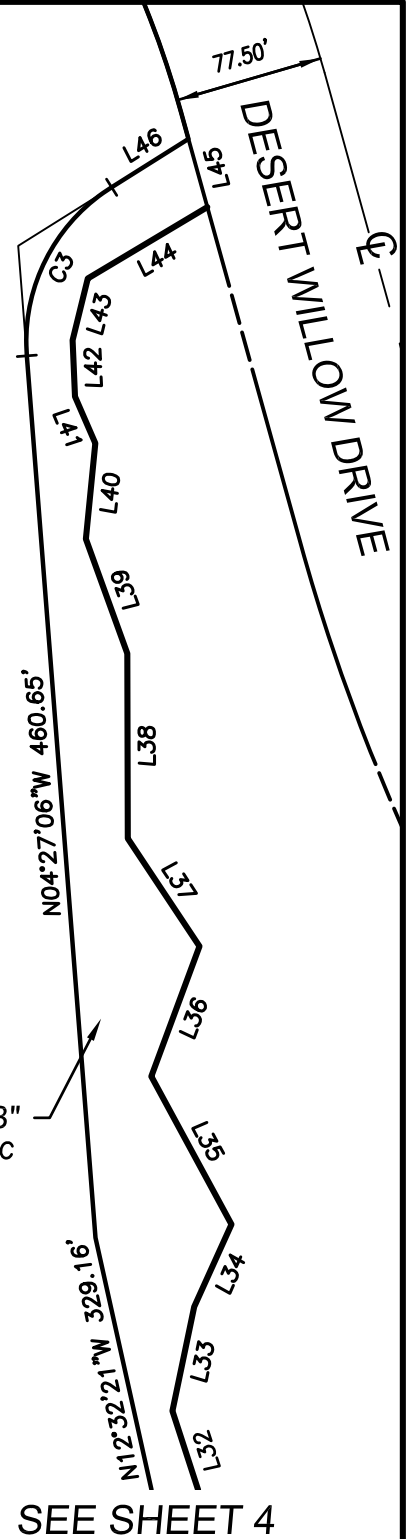
CURVE TABLE			
#	RADIUS	DELTA	LENGTH
C3	95.00'	62°18'34"	103.31'



TRACT MAP
NO. 28450
MB 264/4-15

LOT 8

PARCEL "B"
AREA: 5.74 AC



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EXHIBIT "B" - PLAT
TEMPORARY CONSTRUCTION EASEMENT

LOTS 8, 13, 15 OF TRACT MAP NO.
28450, MB 264/4-15

PROJECT: C1316.2

SCALE: 1" = 100'

DATE: 8/29/23

SHEET: 5 OF 5

DRAWN BY: TJH

CHECKED BY: RL

EXHIBIT E

CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

PARCEL "A"

BEING PORTIONS OF LOTS 8 AND 15 OF TRACT MAP NO. 28450, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP ON FILE IN BOOK 264, PAGES 4 THROUGH 15, INCLUSIVE, IN THE OFFICE OF RIVERSIDE COUNTY RECORDER, LYING WITHIN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SBM, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8, A CORNER COMMON TO LOTS 8, 9 AND 15 OF SAID TRACT MAP NO. 28450.

THENCE NORTH 63°34'06" WEST 28.07 FEET;

THENCE NORTH 03°12'21" WEST 19.35 FEET;

THENCE NORTH 78°49'54" EAST 110.12 FEET;

THENCE NORTH 60°33'59" EAST 82.28 FEET;

THENCE NORTH 84°16'31" EAST 71.10 FEET;

THENCE SOUTH 75°48'37" EAST 64.28 FEET;

THENCE NORTH 56°17'35" EAST 133.01 FEET;

THENCE NORTH 73°19'24" EAST 41.43 FEET;

THENCE NORTH 50°15'00" EAST 54.57 FEET;

THENCE NORTH 79°05'58" EAST 77.91 FEET;

THENCE NORTH 17°53'28" EAST 78.69 FEET;

THENCE NORTH 70°09'52" EAST 50.82 FEET;

THENCE SOUTH 74°08'15" EAST 75.97 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 33°04'01" WEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 30.08 FEET THROUGH A CENTRAL ANGLE OF 13°47'14";

THENCE SOUTH 43°08'44" WEST 105.70 FEET;

THENCE SOUTH 58°38'11" WEST 159.58 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 160.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 51.07 FEET THROUGH A CENTRAL ANGLE OF 18°17'23", A RADIAL LINE TO SAID CURVE BEARS NORTH 49°39'12" WEST, TO THE NORTHERLY LINE OF SAID LOT 8;

THENCE SOUTH 79°34'39" WEST 437.39 FEET ALONG SAID NORTHERLY LINE TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1.01 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

PARCEL "B"

BEING A PORTION OF LOT 13 OF TRACT MAP NO. 28450, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP ON FILE IN BOOK 264, PAGES 4 THROUGH 15, INCLUSIVE, IN THE OFFICE OF RIVERSIDE COUNTY RECORDER, LYING WITHIN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SBM, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 13, A CORNER COMMON TO LOTS 8, 9 AND 13 OF SAID TRACT MAP NO. 28450.

THENCE ALONG THE SOUTHWESTERLY, SOUTHERLY AND EASTERLY LINES OF SAID LOT 8 OF THE FOLLOWING SEVEN (7) COURSES:

THENCE NORTH 88°12'27" EAST 107.44 FEET;

THENCE SOUTH 56°09'14" EAST 511.53 FEET;

THENCE SOUTH 64°34'05" EAST 166.47 FEET;

THENCE SOUTH 57°36'10" EAST 352.15 FEET;

THENCE NORTH 71°02'30" EAST 91.55 FEET;

THENCE NORTH 12°32'21" WEST 329.16 FEET;

THENCE NORTH 04°27'06" WEST 460.65 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 95.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 103.31 FEET THROUGH A CENTRAL ANGLE OF 62°18'34", TO THE SOUTHEASTERLY LINE OF SAID LOT 8;

THENCE NORTH 57°51'27" EAST 47.26 FEET ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF DESERT WILLOW DRIVE, 77.50 FEET HALF WIDTH;

THENCE SOUTH 15°29'13" EAST 36.80 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE;

THENCE SOUTH 59°08'49" WEST 72.53 FEET;

THENCE SOUTH 13°45'41" WEST 33.10 FEET;

THENCE SOUTH 02°26'20" EAST 29.40 FEET;

THENCE SOUTH 23°24'32" EAST 26.49 FEET;

THENCE SOUTH 05°34'10" WEST 50.04 FEET;
THENCE SOUTH 19°49'57" EAST 63.43 FEET;
THENCE SOUTH 00°10'11" EAST 96.34 FEET;
THENCE SOUTH 33°33'58" EAST 67.45 FEET;
THENCE SOUTH 20°16'42" WEST 72.25 FEET;
THENCE SOUTH 28°27'24" EAST 87.65 FEET;
THENCE SOUTH 24°20'57" WEST 47.10 FEET;
THENCE SOUTH 11°49'52" WEST 55.43 FEET;
THENCE SOUTH 17°56'47" EAST 99.36 FEET;
THENCE SOUTH 01°21'35" EAST 37.41 FEET;
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THENCE SOUTH 84°29'02" EAST 138.13 FEET;
THENCE SOUTH 49°09'33" EAST 59.15 FEET;
THENCE SOUTH 36°52'01" EAST 102.72 FEET;
THENCE SOUTH 41°38'49" WEST 116.42 FEET;
THENCE SOUTH 89°28'07" WEST 98.69 FEET;
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THENCE NORTH 79°57'37" WEST 224.82 FEET;
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THENCE NORTH 19°43'54" WEST 74.30 FEET;
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THENCE SOUTH 26°55'29" EAST 61.87 FEET;
THENCE SOUTH 76°16'32" EAST 64.37 FEET;
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THENCE NORTH 05°47'39" WEST 44.37 FEET;
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THENCE NORTH 37°47'18" WEST 58.33 FEET;
THENCE SOUTH 73°54'22" WEST 98.11 FEET;
THENCE NORTH 84°59'58" WEST 62.43 FEET;
THENCE NORTH 47°06'12" WEST 76.65 FEET;
THENCE NORTH 60°31'19" WEST 96.77 FEET;
THENCE NORTH 75°08'04" WEST 64.98 FEET;
THENCE NORTH 36°47'09" WEST 84.86 FEET;
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THENCE NORTH 45°57'27" WEST 83.96 FEET;
THENCE NORTH 72°10'52" WEST 73.73 FEET;
THENCE NORTH 41°08'56" WEST 90.95 FEET;

THENCE NORTH 66°59'55" WEST 136.85 FEET;

THENCE NORTH 25°12'50" WEST 51.42 FEET;

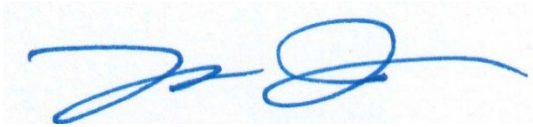
THENCE NORTH 63°13'43" WEST 44.63 FEET;

THENCE NORTH 35°44'42" WEST 24.58 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 5.74 ACRES MORE OR LESS.

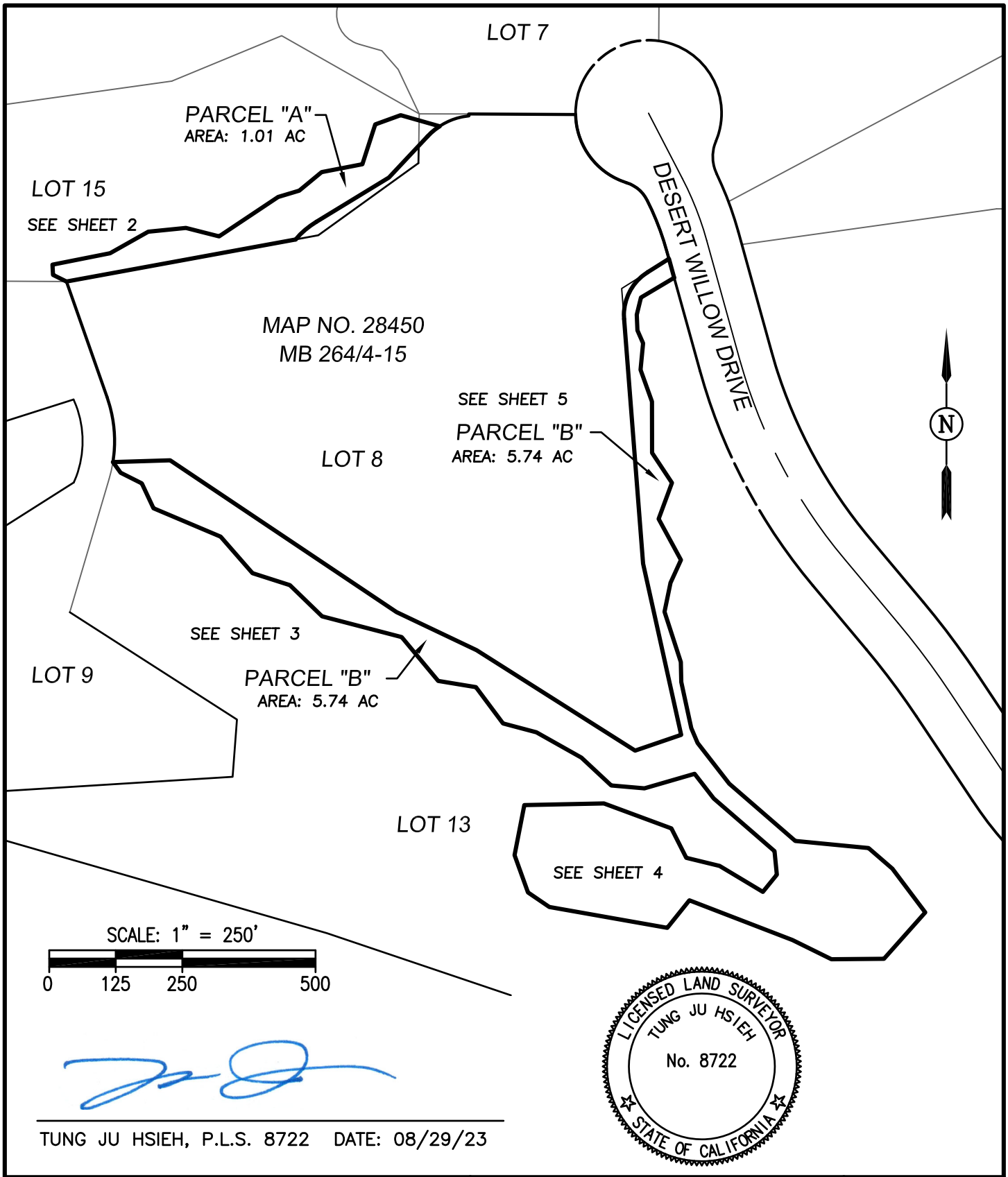
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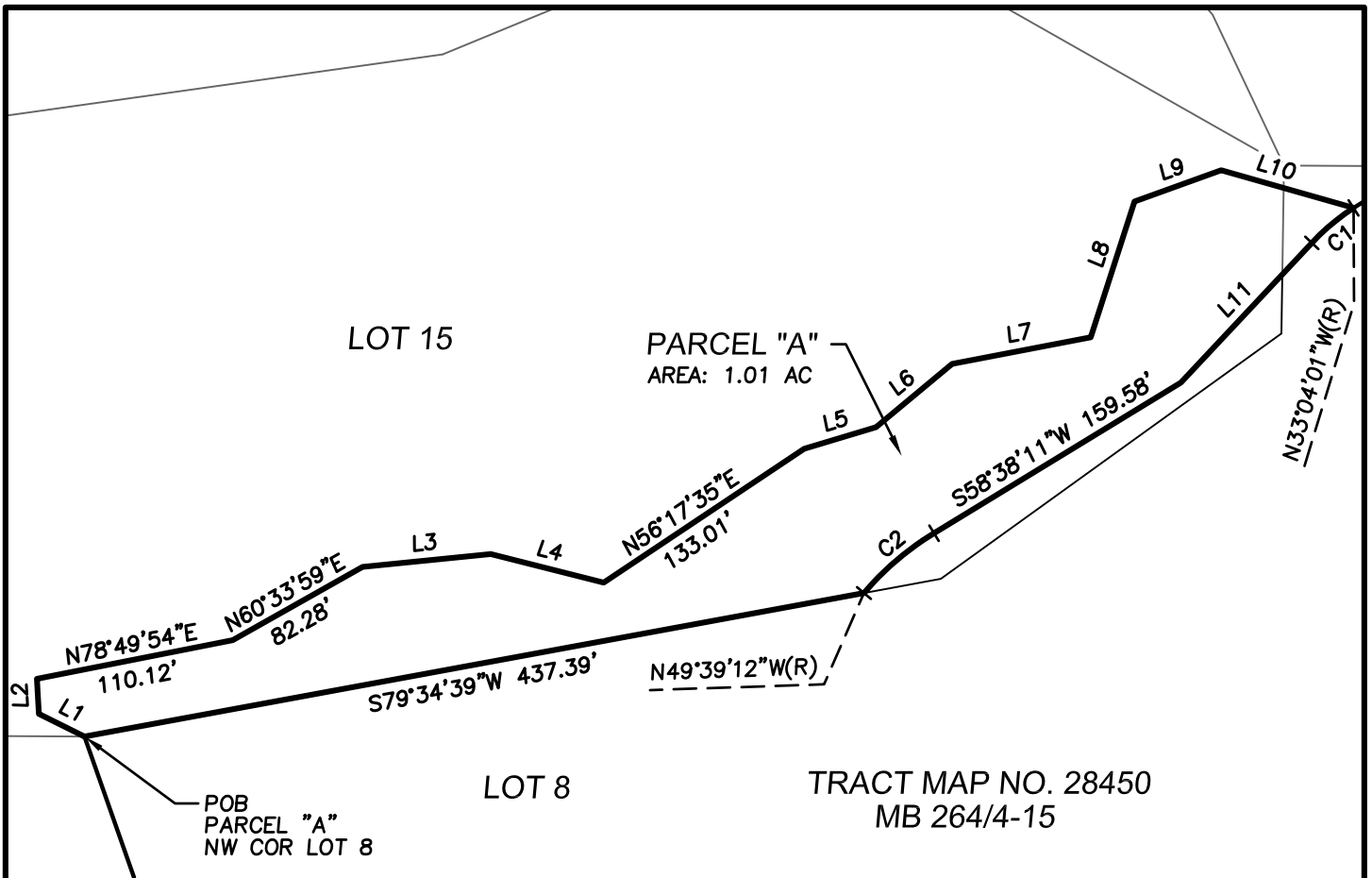


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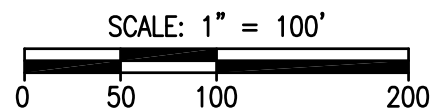
EXHIBIT "B" - PLAT
 TEMPORARY CONSTRUCTION EASEMENT
 LOTS 8, 13 & 15 OF TRACT MAP NO.
 28450, MB 264/4-15
 PROJECT: C1316.2

SCALE: 1" = 250'
DATE: 8/29/23
SHEET: 1 OF 5
DRAWN BY: TJH
CHECKED BY: RL



LINE TABLE			LINE TABLE		
#	BEARING	LENGTH	#	BEARING	LENGTH
L1	N63°34'06"W	28.07'	L7	N79°05'58"E	77.91'
L2	N03°12'21"W	19.35'	L8	N17°53'28"E	78.69'
L3	N84°16'31"E	71.10'	L9	N70°09'52"E	50.82'
L4	S75°48'37"E	64.28'	L10	S74°08'15"E	75.97'
L5	N73°19'24"E	41.43'	L11	S43°08'44"W	105.70'
L6	N50°15'00"E	54.57'			

CURVE TABLE			
#	RADIUS	DELTA	LENGTH
C1	125.00'	13°47'14"	30.08'
C2	160.00'	18°17'23"	51.07'



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LOTS 8, 13, 15 OF TRACT MAP NO.
28450, MB 264/4-15

PROJECT: C1316.2

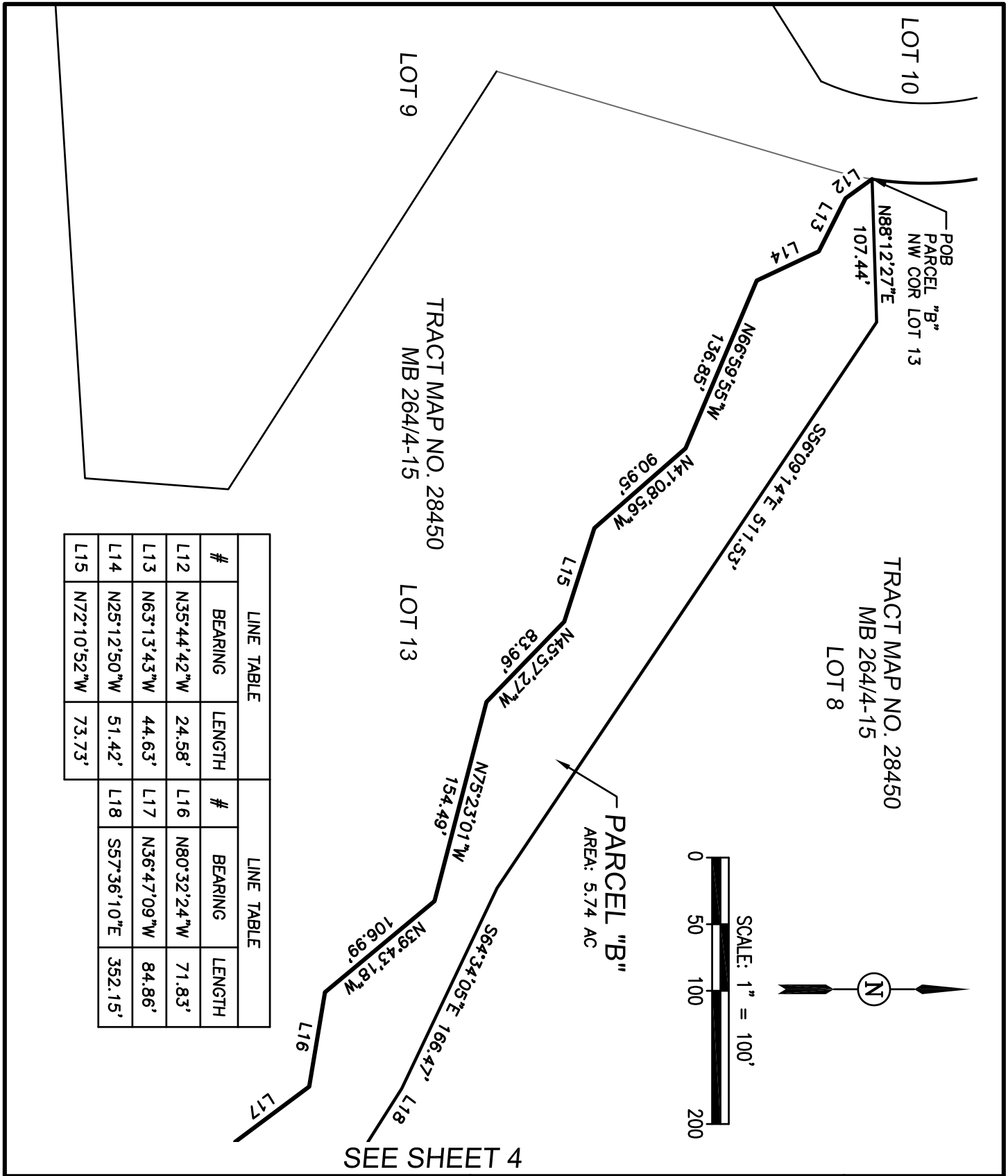
SCALE: 1" = 100'

DATE: 8/29/23

SHEET: 2 OF 5

DRAWN BY: TJH

CHECKED BY: RL



LINE TABLE		LINE TABLE			
#	BEARING	LENGTH	#	BEARING	LENGTH
L12	N35°44'42"W	24.58'	L16	N80°32'24"W	71.83'
L13	N63°13'43"W	44.63'	L17	N36°47'09"W	84.86'
L14	N25°12'50"W	51.42'	L18	S57°36'10"E	352.15'
L15	N72°10'52"W	73.73'			



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EXHIBIT "B" - PLAT
 TEMPORARY CONSTRUCTION EASEMENT

LOTS 13 AND 15 OF TRACT MAP
 NO. 28450, MB 264/4-15

PROJECT: C1316.2

SCALE: 1" = 100'

DATE: 8/29/23

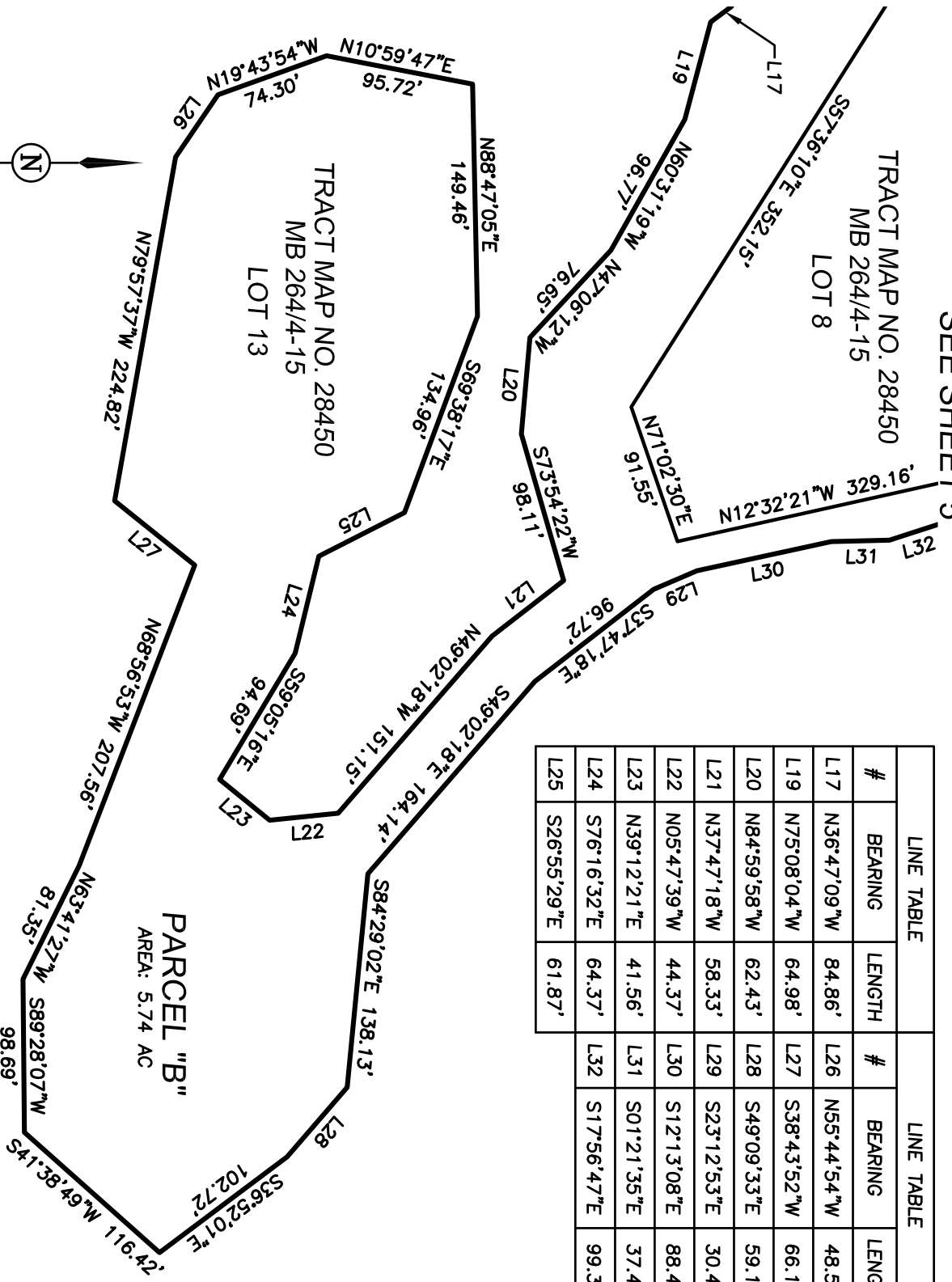
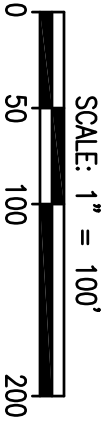
SHEET: 3 OF 5

DRAWN BY: TJH

CHECKED BY: RL

SEE SHEET 3

SEE SHEET 5



LINE TABLE		LINE TABLE			
#	BEARING	LENGTH	#	BEARING	LENGTH
L17	N36°47'09"W	84.86'	L26	N55°44'54"W	48.57'
L19	N75°08'04"W	64.98'	L27	S38°43'52"W	66.13'
L20	N84°59'58"W	62.43'	L28	S49°09'33"E	59.15'
L21	N37°47'18"W	58.33'	L29	S23°12'53"E	30.45'
L22	N05°47'39"W	44.37'	L30	S12°13'08"E	88.42'
L23	N39°12'21"E	41.56'	L31	S01°21'35"E	37.41'
L24	S76°16'32"E	64.37'	L32	S17°56'47"E	99.36'
L25	S26°55'29"E	61.87'			



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 TEMPORARY CONSTRUCTION EASEMENT

LOTS 13 AND 15 OF TRACT MAP
 NO. 28450, MB 264/4-15

PROJECT: C1316.2

SCALE: 1" = 100'

DATE: 8/29/23

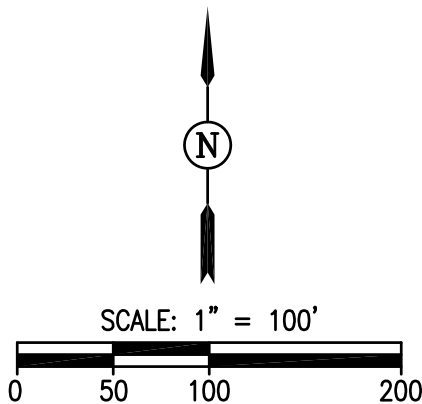
SHEET: 4 OF 5

DRAWN BY: TJH

CHECKED BY: RL

LINE TABLE			LINE TABLE		
#	BEARING	LENGTH	#	BEARING	LENGTH
L32	S17°56'47"E	99.36'	L40	S05°34'10"W	50.04'
L33	S11°49'52"W	55.43'	L41	S23°24'32"E	26.49'
L34	S24°20'57"W	47.10'	L42	S02°26'20"E	29.40'
L35	S28°27'24"E	87.65'	L43	S13°45'41"W	33.10'
L36	S20°16'42"W	72.25'	L44	S59°08'49"W	72.53'
L37	S33°33'58"E	67.45'	L45	S15°29'13"E	36.80'
L38	S00°10'11"E	96.34'	L46	N57°51'27"E	47.26'
L39	S19°49'57"E	63.43'			

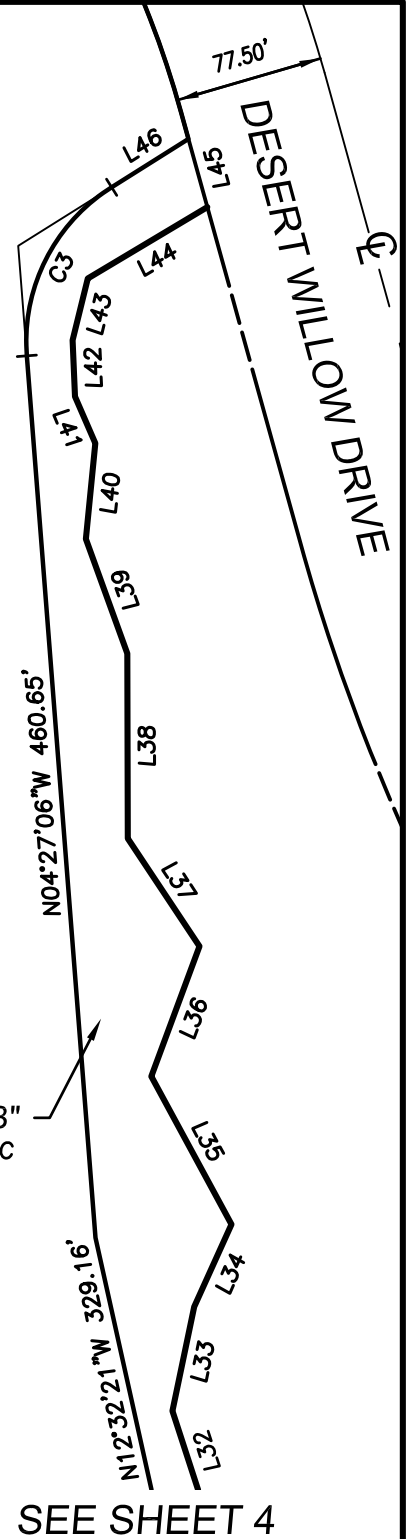
CURVE TABLE			
#	RADIUS	DELTA	LENGTH
C3	95.00'	62°18'34"	103.31'



TRACT MAP
NO. 28450
MB 264/4-15

LOT 8

PARCEL "B"
AREA: 5.74 AC



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EXHIBIT "B" - PLAT
TEMPORARY CONSTRUCTION EASEMENT

LOTS 8, 13, 15 OF TRACT MAP NO.
28450, MB 264/4-15

PROJECT: C1316.2

SCALE: 1" = 100'

DATE: 8/29/23

SHEET: 5 OF 5

DRAWN BY: TJH

CHECKED BY: RL